

# EXHIBIT A

**IN THE CIRCUIT COURT OF  
JEFFERSON COUNTY, ALABAMA**

**TERESA L. FINE and  
LARRY M. FINE,**

**Plaintiffs,**

**v.**

**CASE NO. CV-2015-900622**

**SAFECO INSURANCE COMPANY  
OF ILLINOIS; SAFECO  
INSURANCE COMPANY, A  
LIBERTY MUTUAL COMPANY;**

there may be other entities whose true names and identities are unknown to the plaintiffs at this time, who may be legally responsible for the claim(s) set forth herein who may be added by amendment by the plaintiffs when their true names and identities are accurately ascertained by further discovery. Until that time, the plaintiffs will designate these parties in accordance with ARCP 9(h). The word "entity" as used herein is intended to refer to and include any and all legal entities, including individual persons, any and all forms of partnerships, any and all types of corporations and unincorporated associations. The symbol by which these parties defendants are designated is intended to include more than one entity in the event that discovery reveals that the descriptive characterization of the symbol applies to more than one "entity." In the present action, the parties defendants which the plaintiffs must include by descriptive characterization are as follows: Defendant #1, that person who was operating the vehicle which permitted, caused or allowed a vehicle to run the plaintiffs' vehicle off the road; Defendant #2, that entity on whose behalf the vehicle which permitted, caused or allowed a vehicle to run the plaintiffs' vehicle off the road; Defendant #3, that entity who was the employer of the driver of the vehicle which permitted, caused or allowed a vehicle to run the plaintiffs' vehicle off the road; Defendant #4, that entity which owned the vehicle which permitted, caused or allowed a vehicle to run the plaintiffs' vehicle off the road; Defendant #5, that entity who controlled the operation of the vehicle which permitted, caused or allowed the vehicle to run the plaintiffs' vehicle off the road; Defendant #6, that entity which entrusted the vehicle which permitted, caused or allowed a vehicle to run the plaintiffs' vehicle off the road; Defendant #7, that entity which maintained the vehicle which permitted, caused or allowed a vehicle to run the plaintiffs' vehicle off the road; Defendant #8, that entity which provided automobile uninsured or

**underinsured motorist coverage to or on behalf of Teresa L. Fine and/or Larry M. Fine; all of whose names are otherwise unknown but will be added by amendment when ascertained;** )  
 )  
**Defendants.** )

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## **ALIAS COMPLAINT**

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### **COUNT I**

1. Plaintiffs Teresa L. Fine and Larry M. Fine are resident citizens of Jefferson County, Alabama, and are over the age of nineteen (19) years, and of sound mind.

2. Defendant Safeco Insurance Company of Illinois (hereinafter SICI) is a mutual automobile insurance company qualified and authorized to do business in the State of Alabama and which does business in the State of Alabama and provided coverage on the vehicle being operated by the plaintiff Teresa L. Fine.

3. Defendant Safeco Insurance Company of Illinois (hereinafter SICI) is a mutual automobile insurance company qualified and authorized to do business in the States of Illinois and Alabama and which does business in the States of Illinois and Alabama and provided coverage on the vehicle being operated by the occupants of plaintiffs' vehicle.

4. Defendant 8, an insurance company, is qualified and authorized to do business in the State of Alabama and does business in the State of Alabama and which provided coverage on the vehicle owned or operated by the phantom driver of same.

5. Defendant 1, is the owner or operator of that certain vehicle which forced the plaintiffs' vehicle off the road and was a phantom vehicle which left the scene of the accident.

## **VENUE AND JURISDICTION**

6. The incident described below occurred on May 9, 2014, on Interstate Highway 22 at the intersection with Smith Chapel Road and Ripley Cut Off Road in Walker County, Alabama.

## **FACTS UPON WHICH COMPLAINT IS BASED**

7. On May 9, 2014, while the plaintiff, TERESA L. FINE, was the operator of a motor vehicle on a public street or highway at to wit: I-22 at or near the intersection Smith Chapel Road and Ripley Cut Off Road in Walker County, Alabama, the Defendant #1, whose name is unknown to the plaintiffs, did so negligently operate a motor vehicle so as to cause the following injuries and damages:

Plaintiff Teresa L. Fine was injured on and about her body as the proximate consequence of the negligence and wanton operation of a vehicle by a phantom driver who left the scene of the accident after forcing the vehicle driven by plaintiff Teresa L. Fine off the road and who left the scene of the accident without identifying himself to anyone at the scene of the accident.

## **INJURIES, DAMAGES AND EXPENSES**

8. Plaintiff TERESA L. FINE suffered the following damages and injuries:

She was made sick and sore, she was caused to suffer serious and lasting pain to her back and overall body, and she was caused to lose time from her employment where she is, with the plaintiff Larry M. Fine, operating a business; she was caused injuries to her body as a whole, which will cause pain and suffering for the rest of her life and she did suffer punitive damages as a proximate result of the wanton conduct of the driver of the phantom vehicle which forced the vehicle of plaintiff Teresa L. Fine off the road and left the scene of the accident.

### **DEMAND FOR JUDGMENT**

9. Plaintiff TERESA L. FINE claims of the defendant or defendants such sums as the court shall determine;

10. Plaintiff LARRY M. FINE claims of the defendant or defendants such sums as the court shall determine;

11. Plaintiff TERESA L. FINE claims of the defendants such sums as the court shall determine to be just compensation for her damages as well as such sum as the court shall determine as punitive damages from the wanton conduct of the phantom vehicle which forced the plaintiff TERESA L. FINE off the road and left the scene of the accident or other defendants, including Safeco Insurance Company, and Defendant #8, who was the insurer under an automobile liability insurance policy (providing uninsured and underinsured coverage) of both the plaintiff TERESA L. FINE and LARRY M. FINE.

12. Plaintiff LARRY M. FINE claims of the defendants such sums as the court shall determine to be just compensation for his damages as well as such sum as the court shall determine as punitive damages from the wanton conduct of the phantom vehicle which forced the plaintiff TERESA L. FINE off the road and left the scene of the accident or other defendants, including Safeco Insurance Company, and Defendant #8, who was the insurer under an automobile liability insurance policy (providing uninsured and underinsured coverage) of both the plaintiff TERESA L. FINE and LARRY M. FINE.

### **COUNT II**

Plaintiff TERESA L. FINE avers and realleges paragraphs 1 through 12 as though fully set forth herein.

13. Plaintiff TERESA L. FINE avers that at the time of the collision described herein plaintiff TERESA L. FINE was insured by a policy of insurance issued by Defendant Safeco Insurance Company of Illinois (hereinafter SICI) and/or Defendant #8.

14. Plaintiff TERESA L. FINE avers that said SICI's policy provided coverage to the plaintiff for uninsured/underinsured motorist coverage.

15. Plaintiff avers that at the time the phantom vehicle which forced the plaintiff's vehicle off the road and left the scene of the accident described herein, that said phantom vehicle was uninsured or underinsured as defined by Alabama law, or that the phantom vehicle, if insured at all, was underinsured, as defined by Alabama law in that any coverage which defendant may have had in force is insufficient to fully compensate the plaintiff for her injuries and damages when said phantom vehicle forced the vehicle driven by the plaintiff Teresa L. Fine to run off the road and crash.

16. Wherefore plaintiff TERESA L. FINE claims against Safeco Insurance Company of Illinois, and Defendant #8, the uninsured/underinsured motorist limits available to her of the policy(s) issued to her by defendant Safeco Insurance Company of Illinois and Defendant #8.

WHEREFORE, Plaintiff TERESA L. FINE demands judgment against the defendants in that amount which the trier of fact may assess.

### **COUNT III**

Plaintiff LARRY M. FINE avers and realleges paragraphs 1 through 16 as though fully set forth herein.

17. Plaintiff LARRY M. FINE is the husband of plaintiff TERESA L. FINE and as such, as lost the consortium due to him by Alabama law as a result of the injuries suffered by the plaintiff TERESA L. FINE.

18. Plaintiff LARRY M. FINE avers that at the time of the collision described herein that the phantom vehicle which ran the plaintiff's wife's vehicle off the road and left the scene of the accident, was uninsured as defined by Alabama law, or that that vehicle, if insured at all, was underinsured as defined by Alabama law and that any coverage which defendant may have had is insufficient to fully compensate the plaintiff for his injuries and damages under Alabama law.

19. Wherefore, plaintiff LARRY M. FINE claims against Safeco Insurance Company of Illinois and Defendant #8 the uninsured/underinsured motorist limits available to him of the policy issued to him by the defendant Safeco Insurance Company of Illinois.

WHEREFORE, Plaintiff LARRY M. FINE demands judgment against the defendants in the amount which the trier of the fact may assess.

#### **COUNT IV**

Plaintiffs aver and reallege paragraphs 1 through 19 as though fully set out herein.

20. Plaintiffs TERESA L. FINE and LARRY M. FINE were the insureds under a policy of insurance issued by defendant Safeco Insurance Company of Illinois and/or Defendant #8 insuring them against an uninsured or underinsured motorist.

21. Plaintiff TERESA L. FINE incurred medical expenses for surgery, hospitalization, medication in the amount of approximately \$60,000.00. Plaintiff TERESA L. FINE, through counsel, submitted medical bills and medical records to Defendant Safeco Insurance Company of Illinois pursuant to provision of the SICI policy.

22. Defendant SICI intentionally refused to pay the plaintiff's claim under the insurance contract, denied the same without lawful justification and/or delayed payment of the plaintiff's claim.

23. Defendant SICI's refusal to pay the plaintiff's claim was not based upon any reasonably legitimate, arguable, or debatable reason.

24. Defendant SICI failed to investigate or determine whether or not there was any lawful basis, legally or medically, for its delay and/or refusal to pay said claim.

25. Defendant SICI acted in bad faith by refusing to pay the plaintiff's claim.

26. That said Safeco Insurance Company of Illinois and/or Defendant #8 has negligently or wantonly refused to settle a just and valid claim by plaintiff against Safeco Insurance Company of Illinois and/or Defendant #8.

27. As a consequence, plaintiffs TERESA L. FINE and LARRY M. FINE have suffered damages for such wanton and negligent act or acts.

WHEREFORE, plaintiffs demand judgment against defendant Safeco Insurance Company of Illinois and/or Defendant #8 in such sums as the court shall determine to be just compensation as punitive damages from their wanton conduct in failing to settle a just and valid claim due to the plaintiffs under a contract of insurance.

This 17<sup>th</sup> day of June, 2015.

**Respectfully submitted,**

**/s Robert R. Kracke**

**Robert R. Kracke (KRA002)**

**Attorney for Plaintiff**

**KRACKE & PRICE**

**8107 Parkway Drive**

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**PLAINTIFFS' ADDRESS:**

**TERESA L. FINE**

**1030 CREST ROAD**

**LEEDS, AL 35094**

**LARRY M. FINE**

**1030 CREST ROAD**

**LEEDS, AL 35094**

**DEFENDANT:**

**AGENT FOR SAFECO INSURANCE COMPANY OF ILLINOIS**

**NAMELY: SAFECO INS. CO. OF ILLINOIS**

**C/O LEGAL DEPARTMENT**

**175 BERKELEY STREET**

**BOSTON, MA 02116**



**c/o Franklin Insurance Company**  
**7900 Parkway Dr**  
**Leeds, AL 35094**